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# MARKETING AGREEMENT

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## By and Between Missed Fortune Associates, LLC and Missed Fortune Associate Member

This Marketing Agreement (“the Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ (the “Effective Date”), by and between Missed Fortune Associates, LLC, a Utah Limited Liability Company having a principal address of \_\_\_\_\_ (hereinafter “MFA”), and \_\_\_\_\_, an individual having a principal address of \_\_\_\_\_ (hereinafter the “Associate Member”). MFA and the Associate Member are collectively referred to herein as parties, and individually as a party.

### PURPOSE

MFA is an organization serving like-minded individuals, independent marketing organizations (“IMO’s”), field marketing organizations (“FMO’s”), and mortgage organizations, and which includes financial advisors, other individuals who also are or become recognized associate members of MFA, and IMO’s, FMO’s, and/or mortgage organizations who are or become recognized associate partners of MFA (collectively the “MFA Members and Partners”). Each of such persons are practitioners or providers of home equity separation asset optimization advance techniques developed to support the Missed Fortune community (the “Advanced Techniques”). MFA was formed in order to advance and protect the MFA Members and Partners, and the reputations of each, and to differentiate the MFA Members and Partners from unskilled, unprofessional, and/or unscrupulous individuals seeking to benefit from the Advanced Techniques, (including those originated and outlined by Douglas Andrew in his books: Missed Fortune, Missed Fortune 101, and Last Chance Millionaire) to the detriment of the consuming public. By affiliating with MFA as an Associate Member, graduate TEAM members provide support to MFA and the consuming public, while helping themselves enhance their careers, and all while maintaining the highest ethical standards for the greatest benefit to the consuming public.

MFA Members and Partners can benefit through support services according to their needs, including the sharing of ideas and referrals between the various marketing channels of the affiliated IMO’s, FMO’s and mortgage organizations and among the MFA Members and Partners. Security in their reputations will be provided by the mutual agreement of all MFA Members and Partners to follow ethical guidelines. The willingness to share experiences and knowledge for the greater benefit of the MFA and all of its MFA Members and Partners is facilitated by the agreement not to directly compete with one another, as defined herein, for individually identified clients. Strict adherence to the guidelines as agreed herein is required for continued membership of MFA Members and Partners, as violating this Agreement will diminish the community’s reputation, which ultimately will negatively effect each MFA Member and Partner.

Additionally, MFA Members and Partners, including the Associate Members, shall, to the extent defined herein, be entitled to use on a limited, non-exclusive basis, trademarks, identifications, logos, trade names, and/or trade dress licensed to and by MFA, as identified on the exhibits to this Agreement (collectively “the Marks”). Such license shall allow MFA Members and Partners to use the Marks on their respective advertising materials and information for so long as this Agreement remains in effect, and for so long as the respective Associate Member continues as an Associate Member in good standing.

IMO’s, FMO’s and mortgage organizations support MFA by providing TEAM enrollment and agreeing to provide support, training, and other services to their respective members. The continued viability and security of each IMO, FMO, or mortgage organization is facilitated by adherence to the ethical guidelines as outlined herein.

### LICENSE GRANT

- 1. Trademarks.** During the term of this Agreement and for so long as the Associate Member is in compliance with the terms herewith, MFA hereby grants to the Associate Member a non-transferable, non-exclusive license to, solely in connection with the Associate Member’s advertising and provision of the services using the Advanced Techniques, and solely while the Associate Member adheres to the ethical guidelines contemplated herein, use the Marks: (i) on materials that are or were provided by MFA on account of the Associate Member’s membership in MFA; (ii) in connection with the provision or advertising of its services to a client if performed in accordance with the ethical guidelines outlined herein; and (iii) in a manner and on only on materials which have received prior written approval by MFA.
- 2. Reserved Rights.** All rights of MFA not specifically licensed hereunder are reserved exclusively to MFA, including, without limitation, any and all rights beyond the term of this Agreement, and all rights in products and services other than those used in connection with the Advanced Techniques. Nothing herein shall be construed as granting any right to any trademark, service mark, collective mark, or certification mark except the specifically identified Marks.

## MEMBERSHIP FEE

- 1. Membership Fee.** In consideration for the license granted herein, and for other benefits provided by MFA and other MFA Members and Partners for membership in MFA, the Associate Member hereby agrees to pay to MFA a monthly membership fee in the amount set forth in Schedule A. Schedule A, and the monthly membership fee therein, may be modified from time-to-time by MFA, and such modifications shall become effective thirty (30) days after notice from MFA to the Associate Member of any such modifications.
- 2. Payment.** The membership fee shall be paid by the Associate Member, to MFA, by the tenth day of each month or, in the event that the United States Postal Service does provide services on the tenth day of the month, the first day following the tenth day on which United States Postal Services does provide its services. Unless the Associate Member has obtained approval from MFA for an alternative payment method, payment shall be made by using the Associate Member's credit card identified in Schedule A, and processed automatically by MFA, on a monthly basis. The Associate Member hereby acknowledges that it is the responsibility of the Associate Member to update its credit card information as necessary or desired to ensure that the proper credit card is charged and that MFA is able to process the automatic payments in accordance with this Section.

## ASSOCIATE MEMBER RESPONSIBILITIES AND REPRESENTATIONS

- 1. Minimum Responsibilities.** The Associate Member shall have the following responsibilities, in addition to the other obligations set forth in this Agreement:
  - A. Integrity.** The Associate Member's primary responsibility is to, in accordance with guidelines set forth by MFA and as developed through consultation with the membership of MFA, practice Equity Separation and Asset Optimization planning and implementation with the utmost integrity with regard to the public, other MFA Members and Partners, relevant financial institutions, and state and federal regulators and authorities. This responsibility shall include, but is not limited to adhering to the MFA ethical guidelines as set forth herein and in the exhibits attached hereto, and as may be further defined by MFA from time to time, and conducting business in a professional manner.
  - B. Business Set-Up.** The Associate Member shall be solely responsible for preparing, developing, and implementing its operating systems and procedures, including, but not limited to, those for marketing, initial sales process, recruiting, training, and all other aspects of the marketing of equity separation and asset optimization planning. Such operating systems and procedures shall not be in conflict with the ethical guidelines contemplated herein, and shall not deviate from the established guidelines, unless approved by MFA, in writing, in advance of implementation.
  - C. Maintaining Files.** The Associate Member shall maintain complete and accurate client files. Client files will include, but are not to be limited to, a complete and accurate record of all proposals and recommendations, products discussed, advice given, notes, next activity to be taken, warnings made with respect to risks involved, and any other record of activity with a client.
  - D. TEAM Training.** The Associate Member hereby warrants and represents that it has attended and completed the TEAM Training course provided by, or in association with, Paramount Financial Services, Inc.

## CONFIDENTIALITY.

- 1 Non-Disclosure; Non-Use.** During the term of this Agreement and during membership in MFA, and thereafter in perpetuity, the Associate Member agrees to:
  - A Not use the Confidential Information in any way detrimental to MFA;
  - B Use the Confidential Information solely in connection with the Associate Member's business practices in accordance with the ethical guidelines set forth by MFA;
  - C Keep the Confidential Information confidential;
  - D Not disclose any Confidential Information to any person or entity whatsoever; and
  - E Not use any Confidential Information in direct or indirect competition with MFA or other MFA Members and Partners.
- 2. Disclosure to Employees.** Notwithstanding anything to the contrary in this Section, the Associate Member may, during the term of this Agreement, disclose any such Confidential Information to representatives or employees who need access to such information for the purpose of assisting in obligations undertaken in connection with the business, it being agreed that such representatives or employees shall be informed of the confidential nature of any Confidential Information furnished to them and be required to treat such Confidential Information confidentially as provided herein.
- 3. Compelled Disclosure.** If the Associate Member, or its representatives, is required by or under any law to disclose any Confidential Information, the Associate Member will, before disclosure and at least within ten (10) days of becoming aware of such a requirement, notify MFA of the requirement so as to allow MFA to seek an appropriate protective order.

**4. Definition.** For the purposes of this Agreement, “Confidential Information” shall include any of MFA’s confidential, proprietary or trade secret information or concepts which are not generally known and give MFA some competitive business advantage by virtue of not being known, and specifically includes, but is not limited to, business plans, client lists, agent lists, financial statements, marketing programs, recruiting systems, artwork, training programs, consumer or producer lead systems, and sales materials. Confidential information shall not include any information which: (i) is or becomes publicly available through no act of the Associate Member; (ii) is rightfully received by the Associate Member from a third party without restrictions and from a source other than MFA or its affiliates or representatives; or (iii) the Associate Member can conclusively establish was in or embodied in a tangible form prior to the date of this Agreement, or which is independently developed by the Associate Member after termination of this Agreement. Any information developed for or by the Associate Member, whether before or after termination of this Agreement, and which is based on, derived from, or is otherwise made with reference to the Confidential Information, is also deemed part of the Confidential Information and the Associate Member hereby assigns, and agrees to assign, all right, title, and interest in and to such information to MFA.

## **AGREEMENT NOT TO COMPETE**

**1. Covenant Not to Compete.** In consideration of the license granted herein, the Associate Member’s continued relationship with MFA, and for the other rights and privileges granted by the Associate Member’s membership in MFA, and for access to MFA’s Confidential Information, the Associate Member agrees that:

**A. Limited Duration.** During the term of this Agreement and the Associate Member’s membership in MFA, and for a period of twenty four (24) months thereafter, the Associate Member will not:

- a. solicit, or assist any other individual or entity to solicit, any business from any past, current, or known potential clients of another Associate Partner or one of its affiliates, or request or advise the same to withdraw, curtail or cancel its business dealings with another Associate Partner, or commit any other act, or assist any others to commit any other act, which might injure an Associate Partner or MFA;
- b. solicit or encourage any individual or entity having an association with MFA or another Associate Partner to leave their association;
- c. solicit or hire any existing or former employee or agent under contract with an MFA Member individual, if such hiring is proposed to occur within twenty four (24) months after the termination of such association, without prior consent of MFA member.
- d. solicit or encourage any employee or affiliate of another Associate Partner to cease having an association with that Associate Partner;
- e. cease or induce, or attempt to cause or induce, any individual or entity supplying goods, services, or credit to MFA or another Associate Partner to diminish or cease the furnishing of such goods, services or credit; or
- f. commit any other act with the purpose of injuring MFA or another Associate Partner, or any individual or entity affiliated with MFA or another Associate Partner.

**B. Unlimited Duration.** The Associate Partner will not, at any time, use or disclose the Confidential Information, including any information derived from the Confidential Information, or solicit or assist, either directly or indirectly, any individual or entity to use, disclose or unjustly acquire the Confidential Information, in any manner detrimental to MFA or other MFA Members and Partners, including in any manner in direct or indirect competition with MFA or other MFA Members and Partners.

**2. Intentions; Acknowledgements.** It is the intention of the parties to this Agreement that the restrictive covenants and obligations of this Section be enforced as written and, in any other event, enforced to the greatest extent in time, territory, and degree of restriction as permitted by applicable law. The Associate Member acknowledges that the Associate Member’s covenants and obligations are reasonable and necessary to protect the legitimate interests and Confidential Information of MFA and its other MFA Members and Partners. The Associate Member further acknowledges that keeping the promises made in this Agreement shall not prevent the Associate Member from earning a livelihood or practicing its chosen profession after termination of this Agreement, and that other viable clients and markets exist for the Associate Member’s goods and/or services.

**3. Continuing Obligations.** The parties hereby acknowledge that the Sections of this Agreement regarding Confidentiality and the Agreement not to Compete include continuing obligations which extend beyond the termination of this Agreement. Accordingly, termination of this Agreement shall not affect the obligations of the Associate Member as described therein.

## **CONFLICT OF INTEREST GUIDELINES**

**1. Situations to be Avoided.** It is the policy of MFA to conduct its affairs in strict compliance with the letter and spirit of applicable state and federal law, and to adhere to the highest principles of business ethics. Accordingly, the Associate Member, and its affiliates, must avoid activities which are in conflict, or give the appearance of being in conflict, with principles of the law, the ethics guidelines

contemplated herein, and/or with the interests of MFA. The following are potentially compromising or harmful situations which must be avoided. Any exceptions must be reported to an MFA officer and prior written approval for continuation must be obtained.

- A. **Confidential Information.** Revealing Confidential Information to outsiders, or otherwise misusing Confidential Information. Unauthorized disclosure of Confidential Information is a violation of this Agreement, whether or not for personal gain and whether or not harm to MFA is intended.
- B. **Civic or Professional Organizations.** Participating in civic or professional organizations that will require or involve the disclosure of Confidential Information of MFA.
- C. **Outside Investment or Involvement.** Investing, or holding an ownership interest or outside directorship, in competing companies, where such investment, ownership or directorship will require or influence in any manner the disclosure of the Confidential Information of MFA.
- D. **Other Information.** Improperly using or disclosing any proprietary information or trade secrets of another Associate Partner with whom obligations of confidentiality exist, or which was disclosed to the Associate Member under circumstances under which the Associate Member should reasonably assume give rise to obligations of confidentiality.
- E. **Competitors.** Discussing clients, prices, costs, sales, or markets with competing individuals or organizations, or their employees or affiliates.
- F. **Illegal Agreements.** Making any agreement with distributors, competitors or agents with respect to unlawful commission payments or rebates.
- G. **General Conduct.** Engaging in any conduct which is not in the best interest of MFA and its MFA Members and Partners, or which is believed not to be in the best interest of a client.

## WARRANTIES AND LIABILITIES

1. **Intellectual Property Rights.** MFA warrants that the Marks are not known to infringe upon any third party's intellectual property rights, and are believed to be suitable for use by the Associate member as of the Effective Date hereof, for the uses licensed to the Associate Member herein.
2. **Limited Warranty and Representation.** THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY OR REPRESENTATION MADE BY MFA. MFA MAKES, AND THE ASSOCIATE MEMBER RECEIVES, NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. MFA SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE PROVIDED, RETURN OR REFUND OF ALL OR A PORTION OF THE MEMBERSHIP FEES PAID DURING THE TERM OF THIS AGREEMENT CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE ASSOCIATE MEMBER. THE STATED EXPRESS WARRANTY AND LIMIT ON DAMAGES IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF MFA FOR DAMAGES ARISING OUT THE PERFORMANCE OR NON-PERFORMANCE OF ANY OF ITS DUTIES, OR OTHERWISE ARISING IN CONNECTION WITH THIS AGREEMENT.
3. **Liability and Indemnification.** MFA ASSUMES NO LIABILITY UNDER THIS AGREEMENT. TO THE EXTENT PERMITTED BY LAW, THE ASSOCIATE MEMBER SHALL HOLD HARMLESS AND INDEMNIFY MFA AGAINST ANY CLAIM, COST, LIABILITY, DAMAGE, OR EXPENSE OF MFA IN CONNECTION WITH, OR RELATED TO, THE ASSOCIATE MEMBER'S USE OF THE MARKS, THE ASSOCIATE MEMBER HOLDING ITSELF OUT AS A MEMBER OF MFA, THE ASSOCIATE MEMBER'S USE OF THE ADVANCED TECHNIQUES, OR FOR ANY ACTION OR FAILURE TO ACT BY THE ASSOCIATE MEMBER WHICH IS IN VIOLATION OF THE TERMS OF THIS AGREEMENT.
4. **Remedies.** The obligations and duties herein shall be binding upon the Associate Member, its assigns, executors, heirs, administrators, and other legal representatives. The Associate Member expressly acknowledges that any failure by the Associate Member or the Associate Member's assigns, successors in interest, or affiliates to comply with the terms of this Agreement will constitute a material breach of this Agreement and will irreparably harm MFA and the other MFA Members and Partners. The Associate Member acknowledges that monetary damages by law will be an inadequate remedy for such a breach of this Agreement and that in addition to any other remedies available to MFA, whether in law or equity, MFA shall have the right to obtain specific performance, injunctive relief, or a preliminary or permanent injunction, without bond, for the Associate Member's violations of the terms of this Agreement.

## TERMINATION OF MEMBERSHIP

1. This Agreement, and the Associate Member's membership in MFA, may be terminated in any of the following manners:
  - A. **Failure to Pay Monthly Fee.** Upon any violation by the Associate Member of the obligation to pay the membership fee as described herein, MFA may terminate this Agreement upon providing written notice to

the Associate Member, provided that the Associate Member has first been notified of the failure to pay the membership fee, and such failure has not been corrected within thirty (30) days after receipt of such notice.

- B. **For Cause.** Upon any violation by the Associate Member of this Agreement, other than violations related to the failure to pay the membership fee, and including violations of the ethical and business standards and guidelines outlined herein and in the attached exhibits, or upon the Associate Member taking any other action which is reasonably viewed as diminishing the reputation of MFA or other MFA Members and Partners or which is reasonably likely to be detrimental thereto, or upon the Associate Member taking or supporting any other actions which are not in accord with standard business practices, MFA may terminate this Agreement and the Associate Member's membership in MFA. Written notice of termination shall be given by MFA, as specified herein, and shall be effective thirty (30) days following delivery of such notice to the Associate Member. If a complaint is received by MFA regarding the behavior of a member it will be reviewed by the ethics committee of MFA and appropriate disciplinary action will be executed, when necessary. Disciplinary action can include revocation of MFA membership and cancellation of approval to use the MFA marks.
- C. **Insolvency.** In the event the Associate Member becomes insolvent, files or has filed against it a petition under applicable bankruptcy or insolvency laws which is not dismissed within ninety (90) days, proposes any dissolution, composition, or financial reorganization with creditors, makes an assignment for the benefit of creditors, or if a receiver, trustee, custodian, or similar agent is appointed or takes possession with respect to any property or business of the defaulting party, MFA may terminate this Agreement immediately, upon providing written notice to the Associate Member.
- D. **For Convenience.** The Associate Member may terminate this Agreement, thereby terminating its status as an Associate Member, by providing written notice of the termination to MFA, as specified herein. Such notice shall be effective thirty (30) days following delivery of such notice to MFA. MFA may terminate this Agreement for any reason, by providing written notice of the termination to the Associate Member. Such notice shall be effective one hundred twenty (120) days following delivery of such notice to the Associate Member.

2. **Return of Materials.** Upon termination of this Agreement, the Associate Member shall return to MFA any and all materials provided to the Associate Member by MFA or other MFA Members and Partners on account of the Associate Member's status as a member of MFA, and any copies thereof, and any modifications thereto, as well as any materials which include the Marks or any marks confusingly similar thereto. Such materials shall be returned to MFA regardless of whether such materials are embodied in a physical, electronic, magnetic, audio, or other format.

3. **Trademark Usage.** Upon termination of this Agreement, the Associate Member shall cease any and all use of the Marks, as well as any other mark confusingly similar thereto. Furthermore, upon termination of this Agreement, the Associate Member shall return to MFA all copies of written or electronic materials which include the Marks, and shall otherwise cease to hold itself out as a member or partner of MFA.

**NOTICES**

1. **Manner of Notification.** Except as otherwise expressly provided in this Agreement, all notices, requests, demands and other communications hereunder ("Notices") shall be in writing and shall be deemed delivered upon: (i) receipt if hand delivered, (ii) the third day after deposit into the United States mail, if sent by registered mail or certified mail, return receipt requested, postage prepaid, (iii) sending, if sent by confirmed telecopy or facsimile transmission, and (iv) the next business day at 12:00 noon, if sent by overnight courier (next business day delivery). All Notices shall be sent to the respective party at the following address, or using other address information as provided by the respective party from time-to-time for this purpose, if sent giving Notice as herein prescribed:

**PRIVATE**

To MFA: 6340 South 3000 East, Ste. 280  
Salt Lake City, Utah 84121

Telephone: (801) 262-8900  
Facsimile: (801) 308-0202

To Associate Member:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_



## MISCELLANEOUS

1. **Amendment.** This Agreement may be modified or amended only by and to the extent of the written agreement of the parties.
2. **Construction of Agreement.** The parties hereto have negotiated this Agreement at length, and have had the opportunity to consult with, and be represented by, their own competent counsel. This Agreement is therefore deemed to have been jointly prepared. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against any party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement. The Purpose section of this Agreement is intended to merely describe the intentions of the parties, and shall not be deemed to include any representation or warranty, for any purpose. The words herein, hereof, hereunder, and words of similar reference shall mean this Agreement. All words in this Agreement shall be deemed to include any number or gender as the context or sense of the Agreement requires. The words will, shall, and must in this Agreement indicate a mandatory obligation. The use of the words include, includes, including, comprise, comprises, and comprising, followed by one or more examples is intended to be illustrative and is not a limitation on the scope of the description or term for which the examples are provided. The words day and days refer to calendar days unless otherwise stated. The words month and months refer to calendar months unless otherwise stated. The words year and years refer to calendar years unless otherwise stated.
3. **Entire Agreement.** This Agreement, and the exhibits and schedules and other documents and instruments attached to or referenced herein, contain the entire understanding and agreement between the parties hereto with respect to the matters set forth herein, and all prior and/or contemporaneous understandings and agreements, whether oral or written, are entirely superseded and cancelled.
4. **Executed Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together, shall constitute a single agreement.
5. **Governing Law; Jurisdiction; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, notwithstanding the State's choice of law rules. The courts of the State of Utah shall have exclusive jurisdiction to determine all claims, disputes, actions, or suites which may arise hereunder, and the parties hereby expressly consent to, and waive any and all objections to, such exclusive jurisdiction and venue before the proper authority in Salt Lake City, Utah.
6. **Section Headings.** The various section headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
7. **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors, assigns, heirs, and personal representatives of the parties.
8. **Waiver.** Failure or delay by either party to insist on the strict performance of any covenant, term, provision or condition hereunder, or to exercise any option herein contained, or to pursue any claim or right arising herefrom, shall not constitute or be construed as a waiver of such covenant, term, provision, condition, option, claim or right. Any waiver by either party shall not constitute or be construed as a continuing waiver of any subsequent default, and no waiver shall be effective unless in writing signed by the party against whom such waiver is asserted.
9. **Severability.** If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event of such an offending provision, to the extent possible, the provision shall be modified to preserve the validity and enforceability thereof, and to effect the probable intent of the parties.
10. **General Provisions.** No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by either party. Each party has relied upon its own examination of the full Agreement and the provisions thereof, and the warranties, representations, and covenants expressly contained in the Agreement itself. The parties are independent contractors and this Agreement will not be construed as a teaming agreement or joint venture. It is not the intent of the parties to incur by contract any liability for the acts, omissions, or negligent operations of the other party. Nothing herein shall be deemed or construed as creating the relationship of principal and agent between the parties. This Agreement shall not create any rights in or inure to the benefit of any third parties. This Agreement includes the exhibits, addenda, and any future written modifications, unless otherwise indicated by the context. Any dollar amounts set forth in this Agreement are stated in United States dollars, unless otherwise specified. If either party defaults in the performance of its obligations under this Agreement, the defaulting party agrees to pay reasonable costs and attorneys' fees to enforce this Agreement. The Associate Member shall not assign, sublicense, or delegate this Agreement in whole or in part without the prior written consent of MFA. Either party may assign this Agreement where substantially all of such parties assets are acquired through merger, acquisition or other business combination, and upon providing written notice to the other party. The executing party to this Agreement represents and warrants that they have the authority to enter into this Agreement on behalf of their respective party.

**EXECUTION**

The parties hereto have executed this Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_

PRIVATE

Missed Fortune Associates, LLC.

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Carl Woolstom, Manager

Associate Member:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## Schedule A

1. Monthly Membership Fee:     \$\_\_\_\_\_

2. Credit Card Information:

A. Name on Card: \_\_\_\_\_

B. Billing Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. Credit Card Number:\_\_\_\_\_

D. Authorization Code: \_\_\_\_\_

E. Expiration Date: \_\_\_\_\_

## Exhibits

List of Marks licensed under the Marketing Agreement

1.



2. MISSED FORTUNE ASSOCIATE MEMBER
3. MISSED FORTUNE ASSOCIATE MEMBERSHIP
4. MISSED FORTUNE ELITE MEMBER

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# CODE OF ETHICS & RULES OF ENGAGEMENT AGREEMENT

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## CODE OF ETHICS

The code of ethics has been created by Missed Fortune Associates to provide principles and rules of engagement to all MFA members whom it has recognized as qualified and authorized to use the MFA mark. MFA, LLC determines who is qualified and thus authorized to use the MFA logo. Implicit in the acceptance of this authorization is an obligation to comply with the requirements of all applicable laws and regulations but also to take responsibility to act in an ethical and professionally responsible manner in all business practices.

## COMPLIANCE

MFA requires compliance to this code of ethics by all MFA members. Compliance with this code of ethics depends on each member's knowledge of and voluntary compliance with the code of ethics.

If a complaint is received by MFA regarding the behavior of a member it will be reviewed by the ethics committee of MFA and appropriate disciplinary action will be executed, when necessary. Disciplinary action can include revocation of MFA membership and cancellation of approval to use the MFA logo.

## COMMITMENTS

MFA Member commitments serve to clarify the ethical obligations outlined in the various rules of engagement contained in this agreement.

- ▶ I commit to always place the best interests of my clients above my own direct or indirect interests.
- ▶ I commit to fulfill the needs of my clients to the best of my ability.
- ▶ I commit to maintain the highest standards of professional competence and give the best possible advice to clients by seeking to maintain and improve professional knowledge, skills and competence.
- ▶ I commit to render exemplary service to my clients and their beneficiaries.
- ▶ I commit to hold in strictest confidence and consider as privileged, all business and personal information pertaining to my clients' affairs.
- ▶ I commit to make full and adequate disclosure of all facts necessary to enable my clients to make informed decisions.
- ▶ I commit to conduct my business in such a way that my example might help raise the professional standards of those in my profession.
- ▶ I commit to abide by and conform to all provisions of the laws and regulations in the jurisdictions in which I do business.

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# RULES OF ENGAGEMENT

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The following “Rules of Engagement” details the obligations and responsibilities to clients, MFA, LLC, other MFA members, and alliance partners.

## 1.0 DUTIES TO CLIENTS

### 1.1 Suitability

I will not attempt to make unsuitable sales. I will educate the clients fully on the concepts and the details of their particular plan, with extra emphasis on cash flowing and repositioning of assets. When advising clients on insurance, mortgage, cash flow or home equity management strategies, I shall exercise due diligence and make reasonable efforts to protect the client against reasonably foreseeable financial and other losses.

I shall advise clients to seek legal, tax, and investment advice from qualified advisors prior to making decisions involving insurance, mortgages or real estate. I shall not engage in activities that constitute the unauthorized practice of law and shall recommend that legal counsel be obtained whenever the interest of the client requires it.

### 1.2 Case Design

I will not incorporate possible future equity extraction or other uncertain assets in the design of the current plan. I will challenge clients to not exceed their capacity to fund the plan. I will not facilitate a plan when I believe a client will be over-extended unless that client signs a disclosure stating they want to increase their plan and that it goes against my recommendation to do so.

### 1.3 Under Promise

I will not lead the client or partners to unreasonable expectations. The first 15 percent of success is managing expectations.

### 1.4 Fundamentals

I will make recommendations while following the fundamentals of proper equity and mortgage planning.

If I am unsure of these fundamentals, I will partner with individuals who are more trained and experienced with providing advice to our clients.

### 1.5 Written Recommendations

I must certainly give recommendations to the client that summarize the client’s responsibilities and highlight the potential dangers of not following the plan.

### 1.6 Full Disclosure

I must provide a disclosure form that outlines the client’s responsibilities and highlight the potential dangers of not following the plan.

### 1.7 Misleading Sales Practices

I will not make misleading or incomplete statements or proposals to prospects as an inducement to enter into a transaction.

I must act with the utmost of integrity at all times.

### 1.8 Appropriate Product

I will assess and use the right insurance and mortgage product that meets the needs of the client.

### 1.9 Transaction Documentation

I believe that I must always maintain complete documentation of the entire transaction.

I will include information about the client’s needs, desires, requests, financial situation, previous financial behavior, assets, recommendations, recommended financial vehicles, implementation, and follow-up.

## 2.0 DUTIES TO TRAINING

### 2.1 Adequate Training

I will strive to keep up to date with the latest home equity planning concepts and have an adequate understanding of recommended strategies.

### 2.2 Constant Education

I believe that I need constant education about the Missed Fortune strategies. To assure that I am always acting in the client’s best interest, I will make recommendations that mirror the most current information available on the concepts.

## 3.0 DUTIES TO PROFESSIONAL ALLIANCES

### 3.1 Interaction with TEAM Peers

It is inevitable that I will occasionally find that a prospective client is already working with another TEAM member. There are millions of qualified prospects for this concept. I will seriously consider finding another one.

### 3.2 Recruiting

I will not recruit agents from other MFA member agencies.

### 3.3 Professionalism in Partnering

When partnering with another professional (loan originator or financial planner), I will keep my partner informed with weekly updates.

I will never try to explain the other professional’s products. I will always strive to get my TEAM partner involved.

## 4.0 DUTIES TOWARD REGULATION

### 4.1 Intellectual Property

I must make sure that I am authorized to participate in every transaction. I agree to follow all regulations and rules of the State and National licensing and regulatory authorities.

### 4.2 Monitoring Sales Practice Notices

I will become familiar with the sales practice notices of the various regulatory organizations regarding Home Equity Planning Concepts.

*As an MFA (Missed Fortune Associates) member I agree and acknowledge to adhere to the above information when conducting business in order to maintain the utmost integrity and professional ethics.*